

ENHANCED WARRANTY SUPPORT SERVICE TERMS FOR FLOORSENSE® SYSTEMS

Enhanced Warranty Support Service –

1. Where the Customer has selected the Enhanced Warranty Support on the Agreement Detail Page, Floorsense and the Distributor agree that from the Start Date, Floorsense and the Distributor will provide the Enhanced Support Service as described in these terms and conditions.

Defined Response and Resolution Targets based on Severity

2. In accordance with clauses 3 to 13 below, together the Distributor and Floorsense will provide to the Customer the following Enhanced Support Service for the Term during the Support Hours for the Floorsense System at the Installation Location:
 - (a) response to support requests based on Fault Severity in accordance with the Support Response Matrix;
 - (b) resolution of Faults based on Fault Severity in accordance with the Support Response Matrix;
 - (c) remote support to the Customer by telephone, instant messenger or email to resolve any Fault in the Floorsense System;
 - (d) on-site support to the Customer at the Installation Location to resolve any Faults in the Floorsense System where remote support is not practical or effective; and
 - (e) physical replacement or repair of any Faulty components of the Floorsense System, subject to the exclusions in clause 4 (“**Enhanced Support Service**”).
3. The response times and resolution times in the Support Response Matrix are targets only, and any failure to meet these times will not be breaches of this Agreement, or give rise to any liability or penalty on the part of Floorsense or the Distributor. Without limitation, the ability of the Floorsense and the Distributor to resolve any Fault within any resolution time is dependent on the Customer ensuring that its internet, LAN and (if applicable) single sign-on infrastructure is fully accessible, operational and functional. For the avoidance of doubt, the Customer is responsible for ensuring that all customer responsibility infrastructure shown in yellow in the Service Responsibility Diagram is fully accessible, connected, operational and functional.
4. The Enhanced Support Service does not include responding to or resolving any:
 - (a) faults, problems, changes or outages in or to any IT, WIFI or other system or software that adversely affects the operation of the pucks, sensors, meeting room tablets or the Floorsense System, including but not limited to, reboots or changes to the Customer’s LAN, other networks, upgrades to non-Floorsense software, telecommunications outages or changes to firewalls;
 - (b) faults, problems, changes or outages caused or contributed to by factors outside of Floorsense’s reasonable control, including but not limited to, power cuts, earthquakes, flooding, adverse weather conditions or any other Acts of God, or changes to premises, including but not limited to, moving desk locations or change of location of offices;
 - (c) faults in non Floorsense equipment, including but not limited to, the physical desks in which the pucks, sensors or power control relays are installed (such as a faulty sit-stand motor), faults in laptops, phones, other end-user devices, accessories, attachments, supplies, consumables or other items of the Customer not supplied by Floorsense;
 - (d) support requests made by the Customer outside of the applicable Support Hours;
 - (e) support relating to any location that is not the Installation Location;
 - (f) use or operation of any part of the Floorsense System not in accordance with the Documentation or not reasonably contemplated by Floorsense;
 - (g) faults, problems, changes or outages caused or contributed to by improvements, modifications, additions, customisations, enhancements, developments, patches releases, bug fixes or changes in or to any part of the Floorsense System, other than those made by Floorsense;
 - (h) use or interoperation of the Floorsense System with any other computer programs or software not provided by or previously approved in writing by Floorsense;
 - (i) faults, problems, changes or outages caused or contributed to by any negligent act or omission of the Customer or their personnel or any third party;
 - (j) incorrect configuration or installation of the Floorsense System, except where such incorrect configuration or installation is caused by Floorsense or the Distributor; or
 - (k) faults, problems, changes or outages caused or contributed to by any virus, worm, trojan horse, backdoor, time-lock or any other malicious or disabling code, unless introduced by Floorsense.
5. Where the Distributor or Floorsense responds to and works towards resolving any support request made by the Customer that is caused to or contributed to any of the factors in clause 3 or 4 or for onsite technician attendance under clause 15(c) (“**Out of Scope Services**”), the Distributor will charge the Customer the Out of Scope Rate for all time spent by any Distributor or Floorsense technician on such support request or attending the Installation Location (“**Out of Scope Fees**”).

Support Requests by the Customer generally to Distributor

6. The Customer will make support requests for the Enhanced Support Service by contacting the Level 1 & 2 Support Provider. Unless agreed otherwise in writing, the Distributor will be the Level 1 & 2 Support Provider. Support requests should be made during the applicable Support Hours on Local Business Days, but where support requests are made outside this time window, the Level 1 & 2 Support Provider will respond in the next following Support Hours time window.

7. In the case of Critical or High Severity Faults, the Customer may elect to make the support request direct to Floorsense instead of the Level 1 & 2 Support Provider.
8. The Customer will make support requests by phone or by email to the numbers/addresses specified in the contact method column of the Support Response Matrix based on the Fault Severity. In the event of any dispute about the correct severity category for a Fault between the Customer, Distributor and/or Floorsense, Floorsense will have the right to determine the Severity level of the Fault.
9. When making support requests, the Customer must nominate a single Customer contact person who:
 - (a) will provide the Level 1 & 2 Support Provider with a documented example of the fault and as much information about the fault or defect as is practicable;
 - (b) has been trained in the use of the Floorsense System;
 - (c) is on-site at the Installation Location and is able to:
 - (i) check the status of the pucks, sensors and meeting room tablets and relay that information to the support technicians;
 - (ii) follow instructions from support technicians in interacting with the meeting room tablet and Floorsense App in order to more efficiently resolve any issue; and
 - (iii) provide physical access to all pucks, sensors, meeting room tablets, kiosks, controller boxes and other parts of the Floorsense System; and
 - (d) has the authority of the Customer to co-operate with the support technicians on the Customer's behalf, including to manage the support request, obtain any internal authorisations within the Customer to access the Floorsense System and sign-off on Fault resolution.

Level 1 & 2 Support by Distributor

10. Once the Level 1 & 2 Support Provider has received a support request and been advised of the Customer's contact person, the Level 1 & 2 Support Provider will log the Fault within its support ticketing system and allocate that Fault a unique number or identifier.
11. In providing the Enhanced Support Service, the Level 1 & 2 Support Provider will:
 - (a) be the Customer's first point of contact and local contact for any issues with the Floorsense System, except where the Customer has submitted a direct support request to Floorsense for Critical or High Severity Faults;
 - (b) direct the Customer to the correct parts of the support documentation to enable the Customer to solve common Floorsense System issues without further support, for example, how to reboot the systems etc;
 - (c) work with the Customer to resolve any other issues with the Floorsense System in accordance with the support documentation, policies, instructions or directions given by Floorsense to the Level 1 & 2 Support Provider from time to time in relation to the proper support, maintenance, release and fault-fixing procedures applicable to the Floorsense Systems;
 - (d) visit the Customer's site as required to trouble shoot, resolve Floorsense System issues and to install and commission any spares or replacement parts; and
 - (e) escalate any issues that cannot be solved to Floorsense in accordance with Floorsense's then current process for accessing third level support.

Level 3 Support by Floorsense

Unless agreed otherwise in writing, Floorsense will be the Level 3 Support Provider. In providing the Enhanced Support Service, the Level 3 Support Provider will provide reasonable telephone and remote access support to the Level 1 & 2 Support Provider (or directly to the Customer in the case of Critical and High Severity Faults if requested by the Customer or Level 1 & 2 Support Provider) to resolve any Faults that the Level 1 & 2 Support Provider has been unable to resolve or remedy during the provision of Level 1 & 2 Support. The Level 3 Support Provider will also install any updates, upgrades or new versions to the Floorsense System or part of the Floorsense System as described in clauses 14 and 15.

12. The Level 1 & 2 Support Provider and Level 3 Support Provider will use commercially reasonable endeavours to either rectify the Fault or replace any relevant parts of the Floorsense System so that the Floorsense System will operate substantially in accordance with the Documentation. The Customer acknowledges that Faults may be resolved by way of installation of a remote Software Update in accordance with clauses 14 and 15. Where Faults are resolved by Software Update, the Customer acknowledges that other parts of the Floorsense System may also be updated or upgraded and that new or different features may be installed on its Floorsense System at the same time.
13. The Customer must fully co-operate with the Level 1 & 2 Support Provider and Level 3 Support Provider, and any of their agents, while any of them are investigating and rectifying any Fault.

Software Updates at no additional charge

14. During the Term, Floorsense will make general Software Updates available to the Customer at no additional charge. Floorsense will notify the Customer of available Software Updates by email, and such email will include a link to software release notes that will describe the nature of the release, including any new features, changed features, bug fixes or security patches. Software release notes will also be published at <https://floresen.se/support>.

15. Once the Customer has reviewed the software release notes, if the Customer wants to take the Software Update, it must contact the Distributor to arrange installation on its Floorsense System. Installation of a Software Update will usually involve the following:
- (a) An assessment of the suitability of the Customer's current Floorsense System for the Software Update. Customers who have elected not to take prior Software Updates, have unstable internet connectivity or have older Floorsense Systems may not be able to take the new Software Update. Floorsense will determine suitability in its entire discretion.
 - (b) If the Customer's Floorsense System is suitable, then Floorsense and the Customer will agree on an appropriate time for the installation of the Software Update. Software Updates will cause an outage to the Customer's Floorsense System for approximately an hour, but up to 4 hours. During the outage, no desks will be able to be booked or reliably used and the software components of the Floorsense System will be unavailable. As a result, Software Updates are usually scheduled for a time outside of the Customer's business hours.
 - (c) Floorsense will install Software Updates remotely and by an automated procedure. Neither Floorsense nor the Distributor will provide an onsite technician to the Installation Location for any Software Update. The Customer may request an onsite technician to be present as an Out of Scope Service and if one is made available, the time spent by the technician will be charged to the Customer at the Out of Scope Rate.
 - (d) The Customer must make available an onsite representative at the Installation Location to test the Floorsense System immediately on completion of the Software Update to ensure and confirm full access and functionality to the Customer's Floorsense System has been restored.
 - (e) If full access and functionality has not been restored, then Floorsense will remotely perform an automated rollback of the Software Update to restore the Floorsense System to its pre-installation state.
 - (f) If the rollback is not successful, then the Customer should lodge a support request for the Fault in accordance with the process described in clauses 6 to 9 above, and both Floorsense and the Distributor will work to resolve the Fault in accordance with clauses 2 to 13 above.

Payment: Customer to pay all to the Distributor and the Distributor to pay Floorsense.

16. In consideration of all the Enhanced Support Services, the Customer will pay the Total Price to the Distributor in accordance with the Payment Terms. The Distributor will issue an invoice for the Total Price to the Customer upon signing of this Agreement. In consideration of any Out of Scope Services, the Customer will pay the Out of Scope Fees to the Distributor. The Distributor will issue an invoice for Out of Scope Fees to the Customer at the end of the month in which those Out of Scope Services were performed. The Customer will pay all invoices by the 20th of the month following the date issued by the Distributor.
17. In consideration of the Level 3 Enhanced Support Services, the Distributor will pay part of the Total Price to Floorsense, that part being the amount agreed in writing between the Distributor and Floorsense before signing this Agreement. Floorsense will issue an invoice for its part of the Total Price upon signing of this Agreement. In consideration of any Level 3 Support provided by Floorsense as Out of Scope Services, the Distributor will pay part of the Out of Scope Fees to Floorsense, that part being the amount agreed in writing between the Distributor and Floorsense before the signing of this Agreement. Floorsense will issue an invoice for any Level 3 Support component of any Out of Scope Services at the end of the month in which those Out of Scope Services were performed. The Distributor will pay invoices by the 20th of the month following the date issued by Floorsense.
18. All amounts due and payable under this Agreement:
- (a) will be paid in New Zealand dollars by electronic transfer to the credit of a bank account designated in writing by the Distributor or Floorsense (as applicable) ("**Owed Party**");
 - (b) are exclusive of any value added tax, sales taxes, GST, customs duties or any other governmental duties, levies or taxes which where applicable, will be payable by the paying party in addition;
 - (c) will be paid in full without deduction, withholding, counterclaim or set-off of any kind; and
 - (d) will be paid on the due date, failing which:
 - (i) the Owed Party may charge interest on any undisputed outstanding amount on a daily basis at the rate per annum that is equal to the current overdraft rate of the Owed Party's bankers plus 2%, from the due date until the date of actual payment; and
 - (ii) if the Owed Party incurs any costs or expenses by reason of the paying party's failure to pay any amount by the due date, the paying party will reimburse the Owed Party to whom payment is due for all costs and expenses that the Owed Party incurs in connection with any actions or proceedings for recovery of such amounts, including all reasonable accounting costs, attorney costs (on a solicitor and own client basis), court costs and debt collection costs.
19. The obligations of the Customer to pay the Distributor, and the obligations of the Distributor to pay Floorsense, under this Agreement are independent of each other. The failure or delay by the Customer to pay the Distributor will not in any way affect the Distributor's obligation to pay Floorsense in full and by the due date.

Term and termination

20. Subject to clauses 21 and 22, this Agreement will commence on the start date specified on the Agreement Details Page and remain in full force and effect until the expiry of the Term.

21. Without prejudice to any other right or remedy it may have, a party may immediately terminate this Agreement at any time by notice in writing to the other parties, if one of the other parties:
- (a) is in material breach of this Agreement and, in the case of a material breach capable of remedy within 30 days, the material breach is not remedied within 30 days of the relevant other party receiving notice specifying the material breach and requiring its remedy;
 - (b) ceases or threatens to cease to carry on all or substantially all of its business or operations, is declared or becomes bankrupt or insolvent, is unable to pay its debts as they fall due, enters into a general assignment of its indebtedness or a scheme of arrangement or composition with its creditors, or takes or suffers any similar or analogous action in consequence of debt; or
 - (c) has a trustee, manager, administrator, administrative receiver, receiver, inspector under any other legislation or similar officer appointed in respect of the whole or any part of the other party's assets or business, or has an order made or a resolution passed for the liquidation of the other party (other than voluntarily for the purpose of a solvent amalgamation or reconstruction).
22. On termination or expiry of this Agreement for any reason:
- (a) Floorsense and the Distributor will cease to provide the Enhanced Support Service;
 - (b) the Distributor will immediately pay to Floorsense all amounts outstanding up to the date of termination or expiry;
 - (c) the Customer will immediately pay to the Distributor all amounts outstanding up to the date of termination or expiry;
 - (d) except as provided in this clause 22 and in clauses 23 and 24, no party will be under any further obligation to any other party under this Agreement.
23. Upon termination or expiry of this Agreement for any reason, the provisions of clauses 16 to 19, 22 and 24 to 38 and any other clauses intended to survive termination or expiry, together with those other provisions of this Agreement that are incidental to, and required in order to give effect to those clauses, will remain in full force and effect.
24. Termination or expiry of this Agreement will be without prejudice to the rights and remedies of each of the parties accrued prior to termination or expiry, including in respect of any prior breach of this Agreement.

Additional guarantees under consumer laws

25. To the extent permitted by applicable law, Floorsense makes no warranty that the operation of the Floorsense System will be completely error-free or uninterrupted.
26. The New Zealand Consumer Guarantees Act 1993 as well as other laws in New Zealand ("Consumer Law"), guarantee or imply certain conditions, warranties and undertakings, and give consumers other legal rights, in relation to the quality and fitness for purpose of certain products sold in New Zealand.
27. For products sold in New Zealand, the Customer is in trade and acquiring the Floorsense System in trade, and the Customer agrees that the New Zealand Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply, and that it is fair and reasonable that it is bound by the provisions of this clause.
28. The benefits given by Floorsense's warranties, terms and conditions in this Agreement, are in addition to any other rights and remedies the Customer may have under the Consumer Law applicable to the purchase of the Floorsense System. Except as otherwise expressly provided in this Agreement, all warranties, terms, conditions, guarantees or similar, other than those which cannot be excluded under applicable Consumer Law, are expressly excluded by Floorsense to the extent legally permitted.

Floorsense's liability

29. To the maximum extent permitted under applicable law, Floorsense is not responsible for any loss or corruption of any data or information caused or contributed to by the Floorsense System or use of the Documentation.
30. To the maximum extent permitted under applicable law, in no event will Floorsense be liable (whether in contract, tort including negligence, or otherwise) to any Customer or Distributor for:
- (a) loss of revenue and/or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, business interruption, loss or corruption of data or wasted management or staff time; or
 - (b) loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature, arising directly or indirectly out of the Floorsense System, even if Floorsense had been advised of the possibility of such damages, and even if such loss, damage, cost or expense was reasonably foreseeable by Floorsense.
31. Subject to clauses 29, 30 and 31, the maximum liability of Floorsense to the Customer and the Distributor together, arising out of this Agreement, or relating to the Floorsense System or Documentation, will not exceed NZD10000.00.
32. None of the exclusions or limitations in this Agreement will have the effect of limiting or excluding any liability to the extent such liability cannot be so limited or excluded by applicable law. Where Floorsense cannot legally limit its liability as provided in clauses 30, 31 and 32 under applicable law, if permitted by such applicable law, Floorsense limits its liability under this Agreement and any other implied guarantee that cannot be lawfully excluded, to (at Floorsense's election):
- (a) replacement of the Floorsense System (or any part of it);

- (b) repair of the Floorsense System (or any part of it);
- (c) payment of any cost of replacing the Floorsense System (or any part of it) or of acquiring equivalent products or parts; or
- (d) payment of the cost of having the Floorsense System (or any part of it) repaired.

General

33. The Customer and the Distributor each:
- (a) acknowledge that Floorsense (or its licensors) are the sole legal and beneficial owners of the IP; and
 - (b) will not during the Term or at any time after the termination or expiry of this Agreement in any way challenge or dispute the ownership by Floorsense (or its licensors) of the IP.
34. In the event that proceedings are brought or threatened by a third party against the Customer or the Distributor alleging that the Customer's or the Distributor's use of Floorsense System or Documentation in accordance with this Agreement constitutes an infringement of the intellectual property rights of a third party, Floorsense may at its option and at its own expense, conduct the defence of such proceedings. The Customer and the Distributor (as the case may be) will at their own cost provide all necessary co-operation, information and assistance to Floorsense in the conduct of the defence of such proceedings.
35. The Customer and the Distributor each will not:
- (a) copy, alter, modify, customise or in any other way interfere with the Floorsense System, Documentation or any part of them without the prior written consent of Floorsense;
 - (b) translate, decompile, reverse engineer, reverse assemble or in any manner attempt to derive the source code or method of working of the Floorsense System or any part of it, or attempt to devise alternate software that eliminates the need for any of the Floorsense System or any part of it; or
 - (c) attempt to defeat or circumvent any hardware or software lock or licence key or codes provided with, for or in any of the Floorsense System or any part of it.
36. This Agreement shall be governed by and construed in accordance with New Zealand law. Floorsense, the Distributor and the Customer irrevocably agree that New Zealand courts will have non-exclusive jurisdiction to hear and determine all disputes under or in relation to the Floorsense System or this Agreement. Floorsense, the Distributor and the Customer waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or otherwise.
37. Floorsense can be contacted at:
Address: 31 Boston Road, Grafton, Auckland 1023, New Zealand
Phone: +64 9 3200140
Email: support@floorsense.com.au
38. In this Agreement, the following terms will have the following meanings:
- "Agreement"** means these enhanced warranty support terms for Floorsense System together with the Support Responsibility Matrix, Service Responsibility Diagram and the Agreement Details Page;
- "Agreement Detail Page"** means the front page of this agreement detailing the major commercial terms and signed by all parties;
- "Customer"** means the person, business or organisation specified as the customer on the Agreement Details Page;
- "Distributor"** means Floorsense's authorised distributor and Level 1 & 2 Support Provider from whom the Customer purchased the Floorsense System, or such other authorised support provider that Floorsense may appoint to replace them from time to time;
- "Documentation"** means the operating manuals, installation documentation, support documentation, user guides, specifications and other printed or electronic materials relating to the Floorsense System and either provided by Floorsense to the Customer on installation or officially published by Floorsense for general availability to Customers;
- "Fault"** means any failure of the Floorsense System (or any part of it) to operate substantially in accordance with the Documentation, except any failure caused or contributed to by any of the matters in clause 4 of this Agreement;
- "Floorsense"** means Floorsense Limited, a New Zealand company with a company number of 6933273 and NZBN of 9429046908476;
- "Floorsense System"** means:
- (a) the total number of Floorsense or Floorsight branded pucks and occupancy sensors described on the Agreement Details Page along with the Floorsense branded tablets, slave controllers, master controllers, and associated software and apps used to operate that hardware; and
 - (b) all associated cables, power relays, desk height controllers and LAN switches also provided by Floorsense to form part of that system;
- "Floorsense's Standard Product Warranty"** means the then current standard product warranty for Floorsense granted by Floorsense to customers on the purchase of a Floorsense product or system and published at <https://floorsen.se/support>;
- "Installation Location"** means the installation location specified on the Agreement Detail Page;
- "IP"** means all industrial and intellectual property rights whether conferred by statute, at common law or in equity in or relating to the Floorsense System, any components or parts of the Floorsense System, the Documentation or any other materials provided by Floorsense to the Distributor or the Customer, including, all copyright and similar rights that may subsist or may hereafter subsist in works or other subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered and

unregistered trade marks, rights in relation to databases, rights in relation to semi-conductor topographies and integrated circuit layouts, business names and rights in relation to domain names;

“**Level 1 & 2 Support Provider**” means the party specified as such on the Agreement Detail Page;

“**Level 3 Support Provider**” means the party specified as such on the Agreement Detail Page;

“**Local Business Days**” means Monday to Friday in the Installation Location, excluding any:

- (a) public holiday in the Installation Location;
- (b) public holiday in Auckland, New Zealand; or
- (c) time during the period on and from 23 December to 6 January in the following calendar year,

and “**Business Day**” will be given the same meaning;

“**Out of Scope Rate**” means the hourly rate specified on the Agreement Detail Page or, if none is specified, Floorsense’s then current hourly rate for additional services;

“**Payment Terms**” means the payment terms set out on the Agreement Details Page;

“**Same Business Day**” means for a support request received:

- (c) during the applicable Support Hours for a Fault, a response within the Support Hours of that day; or
- (d) outside the applicable Support Hours for a Fault, a response within the next following Support Hours period;

“**Service Responsibility Diagram**” means the diagram attached to this Agreement dividing infrastructure responsibility between Floorsense/Distributor and the Customer;

“**Severity**” means in relation to a Fault, the level of impact of that Fault on the Customer’s business operations, and will be categorised into one of the six categories in the “Severity” column on the Support Response Matrix;

“**Software Updates**” means any updates, upgrades, new versions, security patches and/or bug fixes to the Floorsense System or any part of the Floorsense System;

“**Start Date**” means the start date specified on the Agreement Detail Page;

“**Support Hours**” means between the hours specified in the Support Response Matrix based on the severity of the Fault and applicable to the Installation Location of the Fault (being Australia or New Zealand) on Local Business Days;

“**Support Response Matrix**” means the table attached to this Agreement;

“**Term**” means the term specified on the Agreement Detail Page or any extended time period where the parties have agreed in writing to renew or extend the period of this Agreement; and

“**Total Price**” means the total price per annum specified on the Agreement Detail Page.